

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
32-CA-207331	10-2-2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Environmental Service Partners, Inc.		b. Tel. No. 650-655-4747
		c. Cell No. 650-477-6626
d. Address (street, city, state ZIP code) 2550 Barrington Court Hayward, CA 94545	e. Employer Representative Maria Teresa Sanchez	f. Fax No. 650-655-4620
		g. e-Mail maria.sanchez@esp-green.com
		h. Dispute Location (City and State) Berkeley, CA
i. Type of Establishment (factory, nursing home, hotel) Janitorial Services Company	j. Principal Product or Service Commercial Office Cleaning	k. Number of workers at dispute location 11-12
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		

On (b) (6), (b) (7)(C) 2017, the Employer discriminated against employee (b) (6), (b) (7)(C) by discharging the employee in retaliation for and or in order to discourage protected concerted activities.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)	
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No.
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (b) (6), (b) (7)(C)
By: (b) (6), (b) (7)(C)	Office, if any, Cell No.
(signature or representative or person making charge)	Print Name and Title (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C)	Fax No.
(b) (6), (b) (7)(C)	e-Mail (b) (6), (b) (7)(C)
Date: October 2, 2017	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 32  
1301 Clay St Ste 300N  
Oakland, CA 94612-5224

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (510)637-3300  
Fax: (510)637-3315



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October 3, 2017

MARIA TERESA SANCHEZ  
ENVIRONMENTAL SERVICE PARTNERS, INC.  
2550 BARRINGTON CT  
HAYWARD, CA 94545-1133

**Re: Environmental Service Partners, Inc.  
Case 32-CA-207331**

Dear Ms. Sanchez:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney Angela M. Hollowell-Fuentes whose telephone number is (510)671-3012. If this Board agent is not available, you may contact Supervisory Attorney Kenneth H. Ko whose telephone number is (510)671-3027.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as**

**one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Valerie Hardy-Mahoney". The signature is written in a cursive, flowing style.

Valerie Hardy-Mahoney  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 32  
1301 Clay St Ste 300N  
Oakland, CA 94612-5224

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
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October 3, 2017

(b) (6), (b) (7)(C)

**Re: Environmental Service Partners, Inc.  
Case 32-CA-207331**

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on October 02, 2017 has been docketed as case number 32-CA-207331. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney Angela M. Hollowell-Fuentes whose telephone number is (510)671-3012. If this Board agent is not available, you may contact Supervisory Attorney Kenneth H. Ko whose telephone number is (510)671-3027.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website [www.nlr.gov](http://www.nlr.gov) or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Valerie Hardy-Mahoney". The signature is written in a cursive, flowing style.

Valerie Hardy-Mahoney  
Regional Director

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

## FIRST-AMENDED CHARGE AGAINST EMPLOYER

## INSTRUCTIONS:

2017 DEC 19

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
32-CA-207331 PIT 12:18	12-19-2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Environmental Service Partners, Inc.		b. Tel. No. 650-655-4747
		c. Cell No. 650-477-6626
d. Address (street, city, state ZIP code) 2550 Barrington Court Hayward, CA 94545	e. Employer Representative  Maria Teresa Sanchez	f. Fax No. 650-655-4620
		g. e-Mail maria.sanchez@esp-green.com
		h. Dispute Location (City and State) Berkeley, CA
i. Type of Establishment (factory, nursing home, hotel) Janitorial Services Company	j. Principal Product or Service Commercial Office Cleaning	k. Number of workers at dispute location 11-12

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On (b) (6), (b) (7)(C) 2017, the Employer discriminated against employee (b) (6), (b) (7)(C) by disciplining and discharging (b) (6), (b) (7)(C) in retaliation for and or in order to discourage protected concerted activities. Also, within the past six months, the Employer unlawfully interrogated and threatened employees, and promulgated an overly broad rule that they cannot discuss pay and benefits with third parties, which has interfered with and/or discouraged them from exercising their Section 7 rights.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

4c. Cell No.

(b) (6), (b) (7)(C)

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Office, if any, Cell No.

By (b) (6), (b) (7)(C)  
(signature or representative of person making charge)

(b) (6), (b) (7)(C)

Print Name and Title

Fax No.

Address: (b) (6), (b) (7)(C)

Date: December 19, 2017

e-Mail

(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



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December 19, 2017

MARIA TERESA SANCHEZ  
ENVIRONMENTAL SVC. PARTNERS, INC.  
2550 BARRINGTON CT  
HAYWARD, CA 94545-1133

**Re: Environmental Service Partners, Inc.  
Case 32-CA-207331**

Dear Ms. Sanchez:

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Attorney Angela M. Hollowell-Fuentes whose telephone number is (510)671-3012. If the agent is not available, you may contact Regional Attorney Christy Kwon whose telephone number is (510)671-3020.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Hokulani Valencia". The signature is fluid and cursive, with the first letter of the first name being a large capital 'H'.

Hokulani Valencia  
Acting Regional Director

Enclosure: Copy of first amended charge

cc: STEPHAN A. BARBER, ATTORNEY  
ROPERS, MAJESKI, KOHN & BENTLEY  
50 WEST SAN FERNANDO ST., STE 1400  
SAN JOSE, CA 95113-2429



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December 19, 2017

(b) (6), (b) (7)(C)

**Re: Environmental Service Partners, Inc.  
Case 32-CA-207331**

Dear (b) (6), (b) (7)(C)

We have docketed the first amended charge that you filed in this case.

**Investigator:** This charge is being investigated by Field Attorney Angela M. Hollowell-Fuentes whose telephone number is (510)671-3012. If the agent is not available, you may contact Regional Attorney Christy Kwon whose telephone number is (510)671-3020.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, reading "Hokulani Valencia". The signature is written in a cursive, flowing style.

Hokulani Valencia  
Acting Regional Director

SAN JOSE | 50 West San Fernando Street  
Boston | Suite 1400  
Las Vegas | San Jose, CA 95113-2429  
Los Angeles | Telephone (408) 287-6262  
New York | Facsimile (408) 918-4501  
Paris | www.rmkb.com  
Redwood City |  
San Francisco | Stephan A. Barber  
Seattle | (408) 918-4524



stephan.barber@rmkb.com

November 7, 2017

**Via Facsimile: 510-637-3315**

Valerie Hardy-Mahoney  
United States Government  
National Labor Relations Board  
Region 32  
1301 Clay Street, Suite 300 N  
Oakland, CA 94612-5224

Re: (b) (6), (b) (7)(C)/Environmental Service Partners, Inc. ("ESP")  
Case No. 32-CA-207331

Dear Ms. Hardy-Mahoney:

I am responding to your October 27, 2017 letter wherein you state that ESP should complete presentation of its evidence no later than November 7, 2017. ESP respectfully objects to your compressed time period as being impractical and contrary to the agreements I have made with Ms. Hollowell-Fuentes.

ESP was first notified of (b) (6), (b) (7)(C) Charge through your October 3, 2017 letter, which was mailed to it. ESP also received a copy of the Charge, which is devoid of any details as to the "protected concerted activities" that ESP allegedly tried to discourage. No details concerning the allegations were given to ESP until it received Ms. Hollowell-Fuentes' October 26, 2017 letter. This letter included a recitation of (b) (6), (b) (7)(C) allegations and identified the ESP employees who supposedly retaliated against (b) (6), (b) (7)(C).

I have made an agreement with Ms. Hollowell-Fuentes that she will take affidavits from the ESP witnesses at your office on November 16, 2017. As of that date, it is anticipated that ESP will have completed the presentation of its evidence.

On November 6, 2017, I emailed copies of the documents from (b) (6), (b) (7)(C) ESP personnel file to Ms. Hollowell-Fuentes. Today, I submitted said personnel file through your agency's E-filing portal.

It is ESP's position that injunctive relief is not appropriate. (b) (6), (b) (7)(C) worked for ESP for approximately (b) (6), (b) (7)(C) as a non-union (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was terminated because (b) (6), (b) (7)(C) failed to follow (b) (6), (b) (7)(C) supervisor's repeated instructions. (b) (6), (b) (7)(C) is the only person from (b) (6), (b) (7)(C) crew who was terminated. There is no ongoing illegal or unfair activity on the part of ESP that a court should enjoin. As far as ESP is concerned, the issues are whether (b) (6), (b) (7)(C)/the NLRB can prove

Valerie Hardy-Mahoney  
November 7, 2017



Page 2

that ESP committed an unfair labor act and, if so, whether (b) (6), (b) (7)(C) is entitled to receive back pay or reinstatement. In sum, we do not see any basis for equitable relief or filing an action with the court.

Thank you for your attention. Please feel free to contact me if you have any questions or wish to discuss this matter.

Yours very truly,

ROPERS, MAJESKI, KOHN & BENTLEY

Stephan A. Barber

SAB (b) (6), (b) (7)(C)

cc:

Angela M. Hollowell-Fuentes, Field Attorney

Via email: [angela.hollowell-fuentes@nrlrb.gov](mailto:angela.hollowell-fuentes@nrlrb.gov)

**From:** [Barber, Stephan A.](#)  
**To:** [Hollowell-Fuentes, Angela M.](#)  
**Subject:** RE: Follow up Questions - ESP 32-CA-207331  
**Date:** Tuesday, November 28, 2017 3:18:55 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[image004.jpg](#)

---

(b) (6), (b) (7)(C) "complained" to ESP about (b) (6), (b) (7)(C) and the other employees coming to (b) (6), (b) (7)(C) and the tenant to ask about benefits, etc. The observations about deficient work performance were internal and made by (b) (6), (b) (7)(C). ESP is not aware of (b) (6), (b) (7)(C) or tenant specifically complaining about the quality of (b) (6), (b) (7)(C) work.

---

**From:** Hollowell-Fuentes, Angela M. [mailto:Angela.Hollowell-Fuentes@nlrb.gov]  
**Sent:** Tuesday, November 28, 2017 1:12 PM  
**To:** Barber, Stephan A.  
**Subject:** RE: Follow up Questions - ESP 32-CA-207331

Yes, but WHO made the complaints? Specifically, did any TENANT or PROPERTY MANAGER make any complaints about (b) (6), (b) (7)(C)? Is the only "complaint" the complaint from (b) (6), (b) (7)(C) to the Employer's (b) (6), (b) (7)(C) about the (b) (6), (b) (7)(C) employees who came to (b) (6), (b) (7)(C) asking about benefits? The other complaints you refer to, (b) (6), (b) (7)(C), (b) (7)(D), are internal complaints about (b) (6), (b) (7)(C) not following the chain of command, but did any customer of the Employer (i.e. (b) (6), (b) (7)(C)? The State of California/tenant?) make any complaints that could be traced back to (b) (6), (b) (7)(C) conduct?

Thanks,  
Angela

---

**From:** Barber, Stephan A. [mailto:stephan.barber@rmkb.com]  
**Sent:** Tuesday, November 28, 2017 1:08 PM  
**To:** Hollowell-Fuentes, Angela M. <Angela.Hollowell-Fuentes@nlrb.gov>  
**Subject:** RE: Follow up Questions - ESP 32-CA-207331

The complaints about (b) (6), (b) (7)(C) not following instructions are covered in (b) (6), (b) (7)(C), (b) (7)(D). The complaints about (b) (6), (b) (7)(C) job performance are covered in (b) (6), (b) (7)(C), (b) (7)(D).

---

**From:** Hollowell-Fuentes, Angela M. [mailto:Angela.Hollowell-Fuentes@nlrb.gov]  
**Sent:** Tuesday, November 28, 2017 12:36 PM  
**To:** Barber, Stephan A.  
**Subject:** RE: Follow up Questions - ESP 32-CA-207331

Thank you. Regarding item #1, "all complaints were verbal" -- who were these complaints made to? By whom? And regarding what?

I will find out about (b) (6), (b) (7)(C) work soon, but I have to prioritize getting this investigation done.

Thanks,  
Angela

---

**From:** Barber, Stephan A. [<mailto:stephan.barber@rmkb.com>]  
**Sent:** Tuesday, November 28, 2017 12:31 PM  
**To:** Hollowell-Fuentes, Angela M. <[Angela.Hollowell-Fuentes@nlrb.gov](mailto:Angela.Hollowell-Fuentes@nlrb.gov)>  
**Subject:** Re: Follow up Questions - ESP 32-CA-207331

Angela:

ESP's responses to each inquiry are set forth below the question.

Have you been able to talk to (b) (6), (b) (7)(C) to find out if (b) (6), (b) (7)(C) is working now?

---

**From:** Hollowell-Fuentes, Angela M. [<mailto:Angela.Hollowell-Fuentes@nlrb.gov>]  
**Sent:** Tuesday, November 28, 2017 9:23 AM  
**To:** Barber, Stephan A.  
**Subject:** Follow up Questions - ESP 32-CA-207331

Hi Stephan,

A few follow up items:

1. In my letter dated October 26, 2017, I requested documents that reflect any complaints the Employer received about (b) (6), (b) (7)(C) (item #3 and #4). Does the Employer have any such documents?

ALL COMPLAINTS WERE VERBAL. NO SUCH DOCUMENTS EXIST TO ESP'S KNOWLEDGE EXCEPT THE TERMINATION NOTICE, WHICH YOU HAVE.

2. I understand that the Employer is not contesting jurisdiction, but the Region will need a list of the names of customers (from within the past 12 months) that have contracts with the Employer worth more than \$50,000. Again, such information will be kept confidential at our office, but the alternative is going the route of an investigative subpoena for jurisdiction documents.

AS I HAVE PREVIOUSLY INFORMED THE NLRB, SINCE ESP IS NOT CONTESTING NLRB JURISDICTION THIS INFORMATION IS IRRELEVANT AND CONFIDENTIAL AND HAS NOTHING TO DO WITH THE MERITS OF (b) (6), (b) (7)(C) CHARGE. ESP WILL NOT COMPROMISE ITS CUSTOMERS' PRIVACY BY GIVING OUT THIS INFORMATION. IF THE NLRB BELIEVES (b) (6), (b) (7)(C) CHARGE HAS MERIT THEN I ASSUME THAT YOU WILL OFFER THE OPPORTUNITY TO SETTLE THE MATTER BY VOLUNTARY ADJUSTMENT. IF THE NLRB FILES A FORMAL COMPLAINT, THEN THE NLRB CAN ALLEGE IT HAS JURISDICTION WITHOUT HAVING A LIST OF ESP'S CUSTOMERS OR CONTACTING THEM.

3. Please provide the last name of (b) (6), (b) (7)(C) at the Heinze Street location. (b) (6), (b) (7)(C), (b) (7)(D) AFFIDAVIT, THE NAME IS (b) (6), (b) (7)(C). IT IS ESP'S UNDERSTANDING THAT (b) (6), (b) (7)(C) IS NO LONGER WORKING AT THE FACILITY.

4. Please provide the name of the tenant that (b) (6), (b) (7)(C) spoke to, if you have this information.

(b) (6), (b) (7)(C)

**Stephan A. Barber**  
**Ropers Majeski Kohn & Bentley PC**

**Partner**

50 West San Fernando Street, Suite 1400 • San Jose • CA • 95113-2429

☐ Office: (408) 287-6262 ☐ Direct: (408) 918-4524

☐ Fax: (408) 918-4501 ☐ Email: [stephan.barber@rmkb.com](mailto:stephan.barber@rmkb.com) • Web Site: [www.rmkb.com](http://www.rmkb.com) • [My Profile](#)



San Francisco • Redwood City • San Jose • Los Angeles • New York • Boston

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).  
CONFIDENTIALITY NOTICE: This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 USC 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged material for the sole use of the intended recipient and receipt by anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender by return electronic mail and delete all copies of this communication.

Please provide this information to me as soon as possible, but no later than close of business tomorrow **Wednesday November 29, 2017**.

Thank you,  
Angela

Angela Hollowell-Fuentes  
Attorney  
National Labor Relations Board, Region 32  
1301 Clay Street, Suite 300-N  
Oakland, CA 94612  
T: (510) 671-3012

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) During the 12-month period ending October 1, 2017, a representative period, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its facility goods in excess of \$50,000 directly from points outside the State of California.

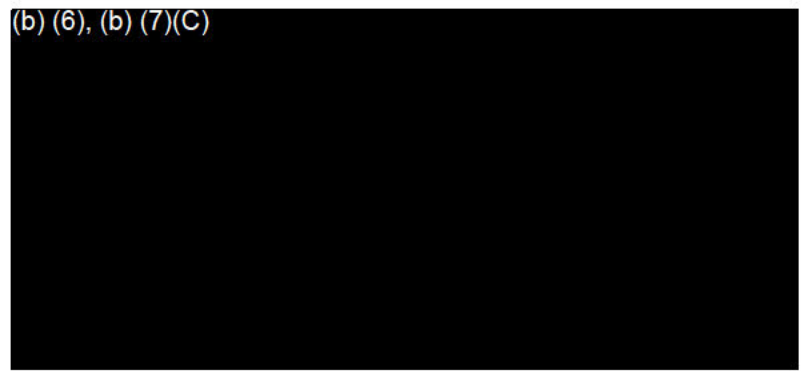
3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



5.

(a) About the first two weeks of September 2017, Respondent's employee (b) (6), (b) (7)(C) engaged in concerted activities with other employees for the purposes of mutual aid and protection, including by discussing with a third-party their questions about pay and benefits.

(b) About mid-September 2017, (b) (6), (b) (7)(C) engaged in concerted activities on behalf of other employees for the purposes of mutual aid and protection, including by discussing with a building tenant employee questions about pay and benefits.

(c) About mid-September 2017, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), at the Berkeley Facility, interrogated (b) (6), (b) (7)(C) and other employees about their conduct described above in paragraph 5(a).

(d) About mid-September 2017, Respondent, by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at the Berkeley Facility, threatened (b) (6), (b) (7)(C) and other employees with job loss based on their conduct described above in paragraph 5(a).

(e) On September 26, 2017, Respondent, by (b) (6), (b) (7)(C), by telephone, interrogated (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) conduct described above in paragraph 5(a) and 5(b).

(f) On (b) (6), (b) (7)(C) 2017, Respondent, by (b) (6), (b) (7)(C), by telephone, issued a verbal warning to (b) (6), (b) (7)(C).

(g) On September 26, 2017, Respondent, by (b) (6), (b) (7)(C), promulgated an unlawful rule that employees cannot discuss their pay with one another.

(h) On September 26, 2017, Respondent, by (b) (6), (b) (7)(C), promulgated an unlawful rule that employees cannot discuss their questions about pay and benefits with third parties.

(i) On September 27, 2017, Respondent, through (b) (6), (b) (7)(C), in person, at the Berkeley Facility, threatened and/or coerced (b) (6), (b) (7)(C) by informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) termination was a consequence of having engaged in protected concerted activities.

(j) On (b) (6), (b) (7)(C) 2017, Respondent terminated its employee (b) (6), (b) (7)(C).

(k) Respondent engaged in the conduct described above in subparagraphs 5(c), 5(d), 5(e), 5(f), 5(g), 5(h), 5(i), and 5(j) because (b) (6), (b) (7)(C) engaged in the conduct described above in subparagraphs 5(a) and 5(b), and in order to discourage employees from engaging in these or other protected concerted activities.

(k) Respondent engaged in the conduct described above in subparagraph 5(j) because **(b) (6), (b) (7)(C)** violated the rules described above in subparagraphs 5(g) and/or 5(h) and/or to discourage employees from engaging in these or other concerted activities.

6.

By the conduct described above in subparagraphs 5(c), 5(d), 5(e), 5(f), 5(g), 5(h), 5(i), 5(j) and 5(k) Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before January 11, 2018, or postmarked on or before January 10, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon

(Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

### **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** on March 13, 2018, 9:00 a.m. at the Oakland Regional Office of the Board, 1301 Clay Street, Suite 300N, Oakland, California, 94612-5224, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the

attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

**DATED AT** Oakland, California this 28th day of December 2017.

A handwritten signature in black ink, reading "Valerie Hardy-Mahoney", written over a horizontal line.

Valerie Hardy-Mahoney  
Regional Director  
National Labor Relations Board  
Region 32  
1301 Clay St Ste 300N  
Oakland, CA 94612-5224

Attachments

STEPHAN A. BARBER (SBN 70070)  
ROPERS, MAJESKI, KOHN & BENTLEY  
50 West San Fernando Street, Suite 1400  
San Jose, CA 95113  
Telephone: (408) 287-6262  
Facsimile: (408) 918-4501  
Email: stephan.barber@rmkb.com

Attorneys for  
ENVIRONMENTAL SERVICE PARTNERS, INC.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD, REGION 32

ENVIRONMENTAL SERVICE  
PARTNERS, INC.

and

DINOVA SANCHEZ, an Individual

CASE NO. 32-CA-207331

**ANSWER OF ENVIRONMENTAL  
SERVICE PARTNERS, INC. TO  
COMPLAINT AND NOTICE OF  
HEARING**

COMES NOW ENVIRONMENTAL SERVICE PARTNERS, INC., a California corporation ("ESP"), and in answer to the NLRB's Complaint and Notice of Hearing, admits, denies, and alleges as follows:

1. ESP admits that said Complaint and Notice of Hearing is based on a Charge filed by (b) (6), (b) (7)(C), an individual. ESP also admits that said Complaint is issued pursuant to Section 10(b) of the Act and section 102.15 of the Rules and Regulations of the Board. ESP denies that it has violated the Act as alleged in said Complaint.

2. ESP admits the allegations of paragraphs 1(a) and (b) of said Complaint. ESP denies the claims made by the Charging Party.

3. ESP admits the allegations of paragraph 2(a) of said Complaint. ESP clarifies that it started providing janitorial services to the property located at 700 Heinz Street, Berkeley, California on or about September 1, 2017.

4. With respect to the allegations of paragraph 2(b) of said Complaint, ESP admits

1 that in the 12-month period ending October 1, 2017, it purchased and received at its facility goods  
2 in excess of \$50,000 indirectly from points outside the State of California. ESP did not directly  
3 purchase goods from points outside of California or perform any services outside California.

4 5. ESP admits the allegations of paragraph 3 of said Complaint.

5 6. With respect to the allegations of paragraph 4 of said Complaint regarding the  
6 names and positions of supervisors, ESP admits that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C)  
7 of ESP; that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) for ESP; that (b) (6), (b) (7)(C) and  
8 (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) for ESP; and that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) for ESP.

9 7. With respect to the allegations of paragraph 4(a) of said Complaint, ESP admits  
10 that (b) (6), (b) (7)(C) was its employee (b) (6), (b) (7)(C) 2017 and that (b) (6), (b) (7)(C)  
11 (b) (6), (b) (7)(C) asked questions of third parties regarding (b) (6), (b) (7)(C) pay and benefits. ESP denies that (b) (6), (b) (7)(C)  
12 (b) (6), (b) (7)(C) or other employees were engaged in concerted activities for the purposes of mutual aid  
13 and protection.

14 8. ESP denies the allegations of paragraph 4 (b) of said Complaint.

15 9. ESP denies the allegations, implications, and misstatements in paragraphs 5(c),  
16 (d), (e), (f), (g), (h), (i), (j) and (k) of said Complaint.

17 10. With respect to paragraph 5(j) of said Complaint, ESP admits that it terminated its  
18 employee (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) failed to follow ESP's lawful instructions and because of  
19 (b) (6), (b) (7)(C) personal conduct.

20 11. ESP denies the allegations of paragraph 6 of said Complaint.

21 12. ESP denies the allegations of paragraph 7 of said Complaint.

22 13. AS AND FOR A FIRST AFFIRMATIVE DEFENSE, ESP alleges that said  
23 Complaint does not support recovery under the Act because some or all of such allegations fail to  
24 state a claim.

25 14. AS AND FOR A SECOND AFFIRMATIVE DEFENSE, ESP alleges that it had  
26 the legal right under California law to terminate (b) (6), (b) (7)(C) employment and that the Act  
27 does not preempt or supersede California law. (b) (6), (b) (7)(C) was an at-will employee who could be  
28 terminated without cause and the NLRB has no right or justification to interfere with or attempt to

1 control ESP's employment practices.

2 15. AS AND FOR A THIRD AFFIRMATIVE DEFENSE, ESP alleges that some or  
3 all of the allegations in said Complaint fall outside the scope of the underlying Charges.

4 16. AS AND FOR A FOURTH AFFIRMATIVE DEFENSE, ESP alleges that said  
5 Complaint is so vague and lacking in detail that ESP is unable to understand the charges and  
6 issues to be considered at the hearing.

7 17. AS AND FOR A FIFTH AFFIRMATIVE DEFENSE, ESP alleges that it did not  
8 unlawfully discourage its employees from engaging in protected concerted activities.

9 18. AS AND FOR A SIXTH AFFIRMATIVE DEFENSE, ESP alleges that it did not  
10 treat employees allegedly engaged in protected activity any differently than employees who did  
11 not engage in protected activity.

12 19. AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE, ESP alleges that the  
13 portions of the Act relied upon by the NLRB have no application to employers who do not  
14 employ union employees and whose employees have no collective bargaining agreement.

15 20. ESP reserves all affirmative defenses which may apply to the allegations of said  
16 Complaint.

17 WHEREFORE, ESP prays that said Complaint be dismissed and that no relief be granted  
18 against ESP.

19  
20  
21 Dated: January 9, 2018

ROPER, MAJESKI, KOHN & BENTLEY

22  
23 By: 

24 STEPHAN A. BARBER  
25 Attorneys for  
26 ENVIRONMENTAL SERVICE  
27 PARTNERS, INC.  
28

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32**

**ENVIRONMENTAL SERVICE PARTNERS, INC.**

**and**

**Case 32-CA-207331**

**DINOVA SANCHEZ, an Individual**

**ORDER RESCHEDULING HEARING**

Pursuant to Rule 102.16 (a)(1) of the Board's Rules and Regulations, as agreed to by the parties, **IT IS HEREBY ORDERED** that the hearing in the above-captioned matter currently scheduled for March 13, 2018, at the Oakland Regional Office, is now rescheduled for March 22, 2018 at 9:00 a.m.

**DATED AT** Oakland, California this 9th day of January 2018.

/s/ Valerie Hardy-Mahoney

---

Valerie Hardy-Mahoney  
Regional Director  
National Labor Relations Board  
Region 32  
1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32**

**ENVIRONMENTAL SERVICE PARTNERS, INC.**

**and**

**Case 32-CA-207331**

**DINOVA SANCHEZ, an Individual**

**ORDER POSTPONING HEARING INDEFINITELY**

**IT IS ORDERED** that the hearing in the above-captioned matter scheduled for Thursday, March 22, 2018, 9:00 a.m., at the Oakland Regional Office, 1301 Clay Street, Suite 300N, Oakland, CA 94612-5224, is hereby postponed indefinitely pending the completion of a settlement agreement.

**DATED AT** Oakland, California this 21st day of March 2018.

---

Valerie Hardy-Mahoney  
Regional Director  
National Labor Relations Board  
Region 32  
1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Environmental Service Partners, Inc.**

**Case 32-CA-207331**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the employee break room located at 700 Heinze Street, Berkeley, California 94702. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**BACKPAY** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year.

Claimant	Total
(b) (6), (b) (7)(C)	\$12,500

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement,

original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ /s/ SAB \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on December 28, 2017 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b>	<b>Charging Party</b>
<b>Environmental Service Partners, Inc</b>	(b) (6), (b) (7)(C)
By:            Name and Title                          Date	By:            Name and Title                          Date
/s/ (b) (6), (b) (7)(C)                      3-21-2018	/s/ (b) (6), (b) (7)(C)                      3-22-18
Print Name and Title below (b) (6), (b) (7)(C)                      3-21-2018 (b) (6), (b) (7)(C)	Print Name and Title below (b) (6), (b) (7)(C)                      3-22-18 Charging Party
Recommended By:	Approved By:
Date	Date
/s/ Lelia M. Gomez                      3-22-18	/s/ Valerie Hardy-Mahoney 3/26/18
LELIA M. GOMEZ	VALERIE HARDY-MAHONEY
Field Attorney	Regional Director, Region 32



# NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

Case: 32-CA-207331

## FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**YOU HAVE THE RIGHT** to discuss wages, hours and working conditions with other employees and third parties and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** ask you who went to a third party with other employees to ask about your wages, hours, and working conditions, including your benefits.

**WE WILL NOT** stop you from asking third parties about your terms and conditions of employment, including your benefits, and **WE WILL** rescind the rule that we announced that you cannot talk to third parties about these matters.

**WE WILL NOT** imply that you should quit in response to your questions about benefits, by telling you that if you do not like the benefits we are offering, then you can leave.

**WE WILL NOT** issue a verbal warning to you for talking to your coworkers, employer or other persons about your benefits and other terms and conditions of work.

**Environmental Service Partners, Inc.**

Date: 4/21/18

By: \_\_\_\_\_

(b) (6), (b) (7)(C) Employer  
(b) (6), (b) (7)(C)

Title: \_\_\_\_\_

(b) (6), (b) (7)(C)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

Telephone: (510) 637-3300  
Hours of Operation: 8:30 a.m. to 5:00p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, **National Labor Relations Board, Region 32, Ronald V. Dellums Federal Building, 1301 Clay Street, Suite 300N, Oakland, CA 94612-5224, Telephone Number (510) 671-3034**



# NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

Case: 32-CA-207331

## FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** tell you that you that your termination is the consequence for trying to help your coworkers regarding their benefits and/or conditions of employment.

**WE WILL NOT** fire you because you exercise your right to discuss wages, hours and working conditions with other employees and third parties.

**YOU HAVE THE RIGHT** to freely bring questions about your benefits and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

Charging Party, who does not desire reinstatement to (b) (6), (b) (7)(C) former job, **WILL BE** paid certain lost wages.

**WE WILL** remove the Charging Party's termination and verbal warning from our files, and within 14 days of the date of the Regional Director's approval of the settlement agreement in this case **WE WILL** notify the Charging Party in writing that this has been done and that neither their termination nor verbal warning will not be used against them.

Date: 4/2/18 By: Environmental Service Partners, Inc.  
(b) (6), (b) (7)(C) (Employer)  
(b) (6), (b) (7)(C)  
Title: (b) (6), (b) (7)(C)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

Telephone: (510) 637-3300  
Hours of Operation: 8:30 a.m. to 5:00p.m.

### THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, National Labor Relations Board, Region 32, Ronald V. Dellums Federal Building, 1301 Clay Street, Suite 300N, Oakland, CA 94612-5224, Telephone Number (510) 671-3034



# AVISO A LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO  
APROBADO POR UN DIRECTOR REGIONAL DE LA  
JUNTA NACIONAL DE RELACIONES DEL TRABAJO  
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

**Caso: 32-CA-207331**

**LA LEY FEDERAL LES OTORGA EL DERECHO A:**

- Formar, afiliarse a, o ayudar a un sindicato
- Escoger representantes para negociar con nosotros en su representación
- Actuar en conjunto con otros empleados para su beneficio y protección
- Optar por no participar en ninguna de estas actividades protegidas.

**NOSOTROS NO HAREMOS** nada que lo prevenga de ejercer los derechos previamente mencionados.

**USTEDES TIENEN EL DERECHO** de hablar sobre sus sueldos, horas y condiciones laborales con sus compañeros de trabajo o con terceros, y **NO INTERFERIREMOS** si ustedes ejercitan ese derecho.

**NO LES PREGUNTAREMOS** sobre quien fue con un tercero junto con otros empleados para preguntarle sobre sus sueldos, horas y condiciones laborales, incluyendo sus beneficios.

**NO LOS PARAREMOS** de ir preguntar a terceros sobre sus términos y condiciones de trabajo, incluyendo sus beneficios, y **REVOCAREMOS** la regla que anunciamos la cual no les permitía que hablaran con terceros sobre estos asuntos.

**NO INSINUAREMOS** que usted debería de renunciar como respuesta a sus preguntas sobre sus beneficios, al decirles que si no les gustan los beneficios que ofrecemos, entonces se pueden ir.

**NO LES DAREMOS** advertencias verbales a ustedes por hablar con sus compañeros de trabajo, empleador u otras personas sobre sus beneficios y otros términos y condiciones de trabajo.

Fecha:

4/2/18

Por:

Environmental Service Partners, Inc.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

Título:

(b) (6), (b) (7)(C)

La Junta Nacional de Relaciones del Trabajo es una agencia independiente Federal creada en 1935 para dar fuerza a la Ley Nacional de Relaciones del Trabajo. Conducimos elecciones de voto secreto para determinar si trabajadores quieren representación sindical e investigamos y corregimos prácticas ilícitas de trabajo cometidas por patronos y sindicatos. Para obtener más información sobre sus derechos bajo la Ley y como meter un cargo o una petición para una elección, se puede hablar en confidencialmente con un agente de la Oficina Regional de la Junta. La página electrónica de red (website) de la Junta Nacional de Relaciones del Trabajo también tiene información en español: [www.nlr.gov](http://www.nlr.gov) y el número libre de cargo es (844) 762-NLRB (6572). Personas con problemas auditivos pueden contactar al servicio TTY de la Agencia al 1-866-315-NLRB (6572). También se puede obtener información a través de la página web de la Junta: [www.nlr.gov](http://www.nlr.gov).

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Este aviso debe permanecer fijado durante 60 días consecutivos a partir de la fecha en que sea fijado y no debe ser alterado, mutilado, a cubierto por ningún otro material. Cualesquiera preguntas con relación a este aviso o el cumplimiento con las disposiciones del mismo pueden ser dirigidas a la Oficina de la Junta, National Labor Relations Board, Region 32, Ronald V. Dellums Federal Building, 1301 Clay Street, Suite 300N, Oakland CA 94612-5224, Número de teléfono (510) 671-3034



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**NO LES DIREMOS** que su despido fue la consecuencia por haber intentado ayudar a sus compañeros de trabajo con sus beneficios y/o condiciones de trabajo.

**NOSOTROS NO LO DESPEDIREMOS** por ejercitar su derecho al hablar sobre sus sueldos, horas, y condiciones laborales con sus compañeros de trabajo o con terceros.

**USTED TIENE EL DERECHO** de hacernos preguntas libremente sobre sus beneficios y quejas en nombre suyo o en nombre de otros empleados, y **NO INTERFERIREMOS** si ustedes ejercitan ese derecho.

**NOSOTROS NO INTERFERIREMOS** de ninguna manera similar o relacionada con sus derechos bajo Sección 7 de la Ley Nacional de Relaciones del Trabajo.

La Parte Demandante, quien no desea ser restituida a su trabajo antiguo, **SERÁ** compensada por ciertos sueldos perdidos.

**ELIMINAREMOS** de nuestros archivos el despido de la Parte Demandante y las advertencias verbales, y dentro de 14 días de la fecha en cual la Directora Regional aprobó el acuerdo en este caso, le **NOTIFICAREMOS** por escrito a la Parte Demandante que esto se ha hecho y que ni su despido ni la advertencia verbal serán usadas en su contra.

**Environmental Service Partners, Inc.**

Fecha:

4/2/18

Por:

(b) (6), (b) (7)(C)<sup>(a)</sup>

Título:

(b) (6), (b) (7)(C)

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**CERTIFICATION OF COMPLIANCE**  
**(PART ONE)**

**DUE: April 11, 2018.**

**RE: ENVIRONMENTAL SERVICE PARTNERS, INC.**  
**Case 32-CA-207331**

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on

(date) 4-3-2018 at the following locations: (List specific places of posting)

700 Heinz Street - Berkeley

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 4-2-2018

(b) (6), (b) (7)(C) ENT

This form should be returned to the Regional Office, together with **ONE** original Notice in each language, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and *color-scanned* signed Notice are returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

**CERTIFICATION OF COMPLIANCE**  
**(PART TWO)**

**DUE: April 11, 2018.**

**RE: ENVIRONMENTAL SERVICE PARTNERS, INC.**  
**Case 32-CA-207331**

**Backpay**

On (date) April 2, 2018, the Employer made payment to the employee named in the Settlement Agreement in the amounts set forth therein. Proof of payment is attached.

On (date) April 2, 2018, the Employer completed the Report to Social Security Administration and submitted it to:

National Labor Relations Board, Region 32  
Attn: Compliance Officer PALOMA LOYA  
1301 Clay St Ste 300N  
Oakland, CA 94612-5224

**Expungement of Records**

On (date) April 2, 2018, the Employer expunged from its records any reference to the termination and verbal warnings of **(b) (6), (b) (7)(C)** and notified **(b) (6), (b) (7)(C)** that it will not be used against **(b) (6), (b) (7)(C)** in any way. A copy of the letter of expungement is attached.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY/RESPONDENT**

**(b) (6), (b) (7)(C)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 4/2/18

This form should be returned to the Regional Office. If the Certification of Compliance Part Two and *color-scanned*, signed Notices are returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

**CERTIFICATION OF COMPLIANCE-RULE RESCISSION**

**RE: ENVIRONMENTAL SERVICE PARTNERS, INC.**  
**Case 32-CA-207331**

**Rule Rescission**

On (date) 3/21/2018, the Employer rescinded the rule below, as stated in the Settlement Agreement:

**WE WILL NOT** stop you from asking third parties about your terms and conditions of employment, including your benefits, and **WE WILL** rescind the rule that we announced that you cannot talk to third parties about these matters.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGE

(b) (6), (b) (7)(C)

NT

By:

(b) (6), (b) (7)(C)

Title:

Date:

3/21/2018

This form should be returned to the Regional Office. If the Certification of Compliance-Rule Rescission is returned via e-file or e-mail, no hard copy of the Certification of Compliance-Rule Rescission is required.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 32  
1301 Clay St Ste 300N  
Oakland, CA 94612-5224

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (510)637-3300  
Fax: (510)637-3315

November 28, 2018

STEPHAN A. BARBER, ATTORNEY  
ROPER, MAJESKI, KOHN & BENTLEY  
50 WEST SAN FERNANDO ST, STE 1400  
SAN JOSE, CA 95113-2429

Re: ENVIRONMENTAL SERVICE  
PARTNERS, INC.  
Case 32-CA-207331

Dear Mr. Barber:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Valerie Hardy-Mahoney

Valerie Hardy-Mahoney  
Regional Director

cc: MARIA TERESA SANCHEZ  
ENVIRONMENTAL SERVICE  
PARTNERS, INC  
2550 BARRINGTON CT  
HAYWARD, CA 94545-1133

(b) (6), (b) (7)(C)

